

*Land*

to pay, discharge or remove any such mechanics', materialmen's or other liens or any part thereof, so long as Tenant shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate legal proceedings, and pending such legal proceedings the Landlord shall not have the right to pay, remove or discharge any such mechanics', materialmen's or other liens thereby contested, and any delay of the Tenant in paying the same until final determination of such disputed matter shall not be deemed a default of the conditions of this lease.

STRIKES. If the Tenant shall proceed in good faith, and with reasonable diligence, with the repairing, altering, rebuilding, erection or construction of any building or buildings upon said demised premises under any of the provisions of this lease, and shall be delayed in such work by or on account of any strike, act of God, Governmental Restrictions, or public enemy, or on account of the inability of the Tenant, without its fault, to obtain delivery of the necessary building material or equipment, or on account of any arbitration proceedings held pursuant to mutual agreement between Landlord and Tenant with respect to any of the provisions of this lease, or other unavoidable contingency, the period of such necessary delay shall not be deemed any part of the time limit in which the Tenant is required to complete the repairing, altering, rebuilding or erection of such building or buildings or improvements or additions.

PROPERTY AT RISK OF TENANT. All the property of every kind which may be on said demised premises during the term hereof shall be at the sole risk of the Tenant or those claiming under it, and the Landlord shall not be liable to the Tenant or any other person whatsoever for any injury, loss or damage to any person or property, in or upon the demised premises (unless due to Landlord's own negligence or fault), and the Tenant hereby covenants and agrees to assume all liability for or on account of any such injury, loss or damage above described, and to save the Landlord harmless therefrom; provided, however, that Landlord shall be liable for any injury, loss or damage to any person or property in or upon the demised premises when such injury, loss or damage is caused by the negligence of